

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

THE KNIT WITH,	:	
	:	
Plaintiff,	:	CIVIL ACTION
	:	
v.	:	
	:	
KNITTING FEVER, INC.,	:	
DESIGNER YARNS, LTD.,	:	
FILATURA PETTINATA V.V.G. DI	:	
STEFANO VACCARI & C., SION	:	NO. 08-4221
ELALOUF, DIANE ELALOUF, JEFFREY	:	
J. DENECKE, JR., JAY OPPERMAN, and	:	
DEBBIE BLISS,	:	
	:	
Defendants.	:	

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THE KNIT WITH,	:	
	:	
Plaintiff,	:	CIVIL ACTION
	:	
v.	:	
	:	
EISAKU NORO & CO., LTD.,	:	
KNITTING FEVER, INC.,	:	
SION ELALOUF, DIANE ELALOUF,	:	NO. 08-4775
and JAY OPPERMAN,	:	
	:	
Defendants.	:	

**ORDER**

**AND NOW**, this 10<sup>th</sup> day of *March*, 2011, upon consideration of the Motion of Defendant Designer Yarns, Ltd. (“Designer Yarns”) to Dismiss (Docket No. 223), the Response of Plaintiff The Knit With (Docket No. 233), and Designer Yarns’s Reply Brief (Docket No. 236), as well as the Motion of Defendant Filatura Pettinata V.V.G. DiStefano Vaccari & C. (“Filatura”) to Dismiss (Docket No. 224), Plaintiff’s Response (Docket No. 234), and Filatura’s

Reply Brief (Docket No. 237), it is hereby **ORDERED** as follows:

1. Defendant Designer Yarns's Motion to Dismiss is **GRANTED** and Plaintiff's Complaint against Designer Yarns is **DISMISSED** in its entirety.
2. Defendant Filatura's Motion is **GRANTED IN PART** and **DENIED IN PART**. As to Plaintiff's cause of action pursuant to 18 U.S.C. § 1962(d), Defendant Filatura's Motion is **GRANTED** and that claim against it is **DISMISSED**. As to Plaintiff's cause of action for breach of the implied warranty of merchantability, Defendant Filatura's Motion is **DENIED**.

It is so **ORDERED**.

BY THE COURT:

*s/Ronald L. Buckwalter*  
RONALD L. BUCKWALTER, S.J.